



<h2 style="text-align: center;">Highways and Local Programs FMSIB Funding Agreement</h2> <p style="text-align: center;">Work by Public and Private Non-Profit Agencies - Actual Cost</p>		Organization and Address
Agreement Number	Maximum Amount Authorized	Location and Description of Work (See also Exhibit "A")
Participating Percentage	Project Number	

This AGREEMENT, made and entered into this _____ day of _____, _____, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter called the "AGENCY."

WHEREAS, the AGENCY is planning the work shown above, and in connection therewith, the AGENCY has requested financial assistance from the Freight Mobility Strategic Investment Board (FMSIB) for the project or program, and

WHEREAS, the AGENCY has requested funds for the above shown project or program, and

WHEREAS, the FMSIB has determined that the AGENCY's project or program is eligible for assistance if and when funds become available, and

WHEREAS, the parties desire to set forth the terms that will govern the distribution and use of funds if and when the AGENCY's project or program is selected for funding.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

Type of Work		Estimate of Funding		
		(1) Total Project Funds	(2) Agency Funds	(3) FMSIB Funds
PE	a. Agency Work			
	b. Other			
	c. State Services			
	d. Total PE Cost Estimate (a+b+c)			
Right of Way	e. Agency Work			
	f. Other			
	g. State Services			
	h. Total R/W Cost Estimate (e+f+g)			
Construction	i. Contract			
	j. Other			
	k. Other			
	l. Other			
	m. Total Contract Costs (i+j+k+l)			
	Construction Engineering			
	n. Agency Work			
	o. Other			
	p. State Forces			
	q. Total Construction Engineering (n+o+p)			
	r. Total Construction Cost Estimate (m+q)			
s. Total Project Cost Estimate (d+h+r)				

I General

The AGENCY, agrees to perform the above Described Work, in accordance with the Project Prospectus attached hereto as "Exhibit A" and made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The AGENCY will incorporate the plans and specifications into the AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract, or if the project is of a size which the AGENCY is authorized to perform with its own forces under the laws of the State of Washington the AGENCY may proceed with its own forces.

All work performed under this AGREEMENT shall comply with the applicable provisions of State and Federal Law.

II Payment

The STATE, in consideration of the faithful performance of the work to be performed by the AGENCY, agrees to reimburse the AGENCY for the percentage of the actual direct and related indirect cost of the work shown above, up to the "MAXIMUM AMOUNT AUTHORIZED".

Partial payments shall be made by the STATE, upon request of the AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment.

The AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the AGENCY has completed work.

The AGENCY agrees that all costs in excess of the amount authorized and the AGENCY's matching funds shall be the responsibility of the AGENCY.

III Audit

The AGENCY agrees that an audit may be conducted by the STATE.

During the progress of the work and for a period not less than three (3) years from the date of final payment to the AGENCY, the records and accounts pertaining to the work and accounting thereof are to be kept available for inspection and audit by the STATE and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

The execution of this Agreement is not a commitment of funding by the FMSIB. This agreement will become operative only at such time that (1) the FMSIB determines, in its sole discretion, that adequate funds are available and not required for other projects or programs to provide the assistance requested by the AGENCY in connection with this Agreement, and (2) notifies the AGENCY in writing that funding is available to make the agreement operative.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

AGENCY

By: _____

Title: _____

Date: _____

IV Legal Relations

No liability shall attach to the AGENCY or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

V Nondiscrimination

The AGENCY agrees to comply with all STATE and Federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all subcontractors providing services or performing any work using funds provided under this AGREEMENT.

VI Venue

For the convenience of the parties to this AGREEMENT, it is agreed that any claims and/or causes of action which the AGENCY has against the STATE, growing out of this AGREEMENT or the project or program with which it is concerned, shall be brought only in the Superior Court for Thurston County.

VII Termination

The Secretary of the Department of Transportation may terminate this AGREEMENT if the funding becomes unavailable or if the Secretary determines that it is in the best interest of the STATE.

VIII Final Report and Final Inspection

Within ninety (90) days following the completion of the project and submission of the final billing for the project, a final report and/or final inspection shall be submitted to the Assistant Secretary for TransAid containing the following information:

Non-Capital Projects

1. A description of the project or program.
2. A summary of actual costs of the project or program.
3. An evaluation of the project or program. This should address aspects such as transportation and/or other benefits to the public.

Capital Projects

1. A final inspection is required.

STATE

By: _____
Assistant Secretary for Highways and Local Programs

Date: _____